BILL NO. S-81-~~01~~ 02 18

SPECIAL ORDINANCE NO. S-50-81

AN ORDINANCE approving a contract for Sewer Improvement Resolution No. 339-80 between the City of Fort Wayne, Indiana and Moellering Construction, Co., Inc., Contractor for installation of a sanitary sewer.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That a certain contract, dated January 13, 1981, between the City of Fort Wayne, Indiana, by and through its Mayor and the Board of Public Works, and Moellering Construction, Co., Inc., Contractor for:

construction of a 12 inch and 18 inch sanitary sewer from Lake Avenue North to eliminate an existing sanitary pump station at the intersection of Vance Avenue and Maxim Drive,

under Board of Public Works Sewer Improvement Resolution No. 339-80, at a total cost of $127,073.50, all as more particularly set forth in said contract which is on file in the Office of the Board of Public Works and is by reference incorporated herein and made a part hereof, be and the same is in all things hereby ratified, confirmed and approved.

SECTION 2. That this Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

COUNCILMAN

APPROVED AS TO FORM AND
LEGALITY JANUARY 23, 1981.

JOHN E. HOFFMAN, CITY ATTORNEY

Read the first time in full and on motion by Burns, seconded by D. Schmidt, and duly adopted, read the second time by title and referred to the Committee City Utilities (and the City Plan Commission for ~~recommendation) and Public~~ Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, the _____ day of _____, 19____, at _____ o'clock ____ M.,E.S.T.

DATE: 2-17-81

Charles W. Westerman
CHARLES W. WESTERMAN
CITY CLERK

Read the third time in full and on motion by Burns, seconded by D. Schmidt, and duly adopted, placed on its passage. PASSED (~~LOST~~) by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT:
TOTAL VOTES	8				
BURNS	✓				
EISBART	✓				
GiaQUINTA	✓				
NUCKOLS	✓				
SCHMIDT, D.				✓	
SCHMIDT, V.	✓				
SCHOMBURG	✓				
STIER	✓				
TALARICO	✓				

DATE: 2-24-81

Charles W. Westerman
CHARLES W. WESTERMAN - CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (~~ZONING MAP~~) (GENERAL) (ANNEXATION) (SPECIAL) (APPROPRIATION) ORDINANCE (~~RESOLUTION~~) No. S-50-81 on the 24th day of February, 19 81.

ATTEST: (SEAL)

Charles W. Westerman
CHARLES W. WESTERMAN - CITY CLERK

John Nuckols
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 25th day of February, 19 81, at the hour of 11:30 o'clock A M.,E.S.T.

Charles W. Westerman
CHARLES W. WESTERMAN - CITY CLERK

Approved and signed by me this 5th day of March 19 81, at the hour of 4 o'clock P M.,E.S.T.

WINFIELD C. MOSES, JR.
MAYOR

BILL NO. S-81-02-18

REPORT OF THE COMMITTEE ON CITY UTILITIES

WE, YOUR COMMITTEE ON City Utilities TO WHOM WAS REFERRED AN ORDINANCE approving a contract for Sewer Improvement Resolution No. 339-80 between the City of Fort Wayne, Indiana and Moellering Construction, Co., Inc., Contractor for installation of a sanitary sewer

HAVE HAD SAID ORDINANCE UNDER CONSIDERATION AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID ORDINANCE do PASS.

PAUL M. BURNS, CHAIRMAN

VIVIAN G. SCHMIDT, VICE CHAIRMAN

BEN A. EISBART

SAMUEL J. TALARICO

ROY J. SCHOMBURG

CONCURRED IN

DATE 2/24/81 CHARLES W. WESTERMAN, CITY CLERK

CF/1
70-96-6 k
1/14/81

CONTRACT NO. 339-80

THIS CONTRACT made and entered into in triplicate this 14 day of January, 1980, by and between MOELLERING CONSTRUCTION CO., INC., herein called CONTRACTOR, and the City of Fort Wayne, Indiana, an Indiana Municipal Corporation, acting by and through the Mayor, and the Board of Public Works herein called OWNER,

WITNESSETH that the Contractor and the Owner for the considerations hereinafter named, agree as follows:

ARTICLE 1. SCOPE OF WORK

Contractor shall furnish all labor, material, equipment, tools, power, transportation, miscellaneous equipment, etc., necessary for the construction of the following:

MAIN

Beginning at an existing manhole located 10± LF west of and 250± LF south of the State Street and Swayne Avenue intersection; thence northerly 350± LF to a proposed manhole located 100± LF north of and 10± LF east of the State Street and Swayne Avenue intersection; thence westerly 105± LF to a proposed manhole located 90± LF north of and 100± LF west of the intersection of State Street and Swayne Avenue; thence northwesterly 485± LF to a proposed manhole located 570± LF north of and 170± LF west of the State Street and Swayne Avenue intersection; thence northeasterly 1015± LF to a proposed manhole located 1,340± LF north of and 400± LF east of the State Street and Swayne Avenue intersection; thence northwesterly 1,315± LF to a proposed manhole located 2,320± LF north of and 150± LF west of the State Street and Swayne Avenue intersection; thence westerly 460± LF to a proposed manhole located 570± LF south of and 450± LF east of the Vance Avenue and Maxin Drive intersection; thence northerly 375± LF to a proposed manhole 170± LF south of and 15± LF east of the Vance Avenue and Maxin Drive intersection; thence westerly 45± LF terminating at an existing pump station located 170± LF south of and 30± LF west of the Vance Avenue and Maxin Drive intersection.

Said sewer shall be 12" and 18" in diameter.

all according to Fort Wayne Pollution Control Engineering Department Drawing No. SY-11064, and do everything required by this contract and the other documents constituting a part hereof.

ARTICLE 2. THE CONTRACT SUM

The Owner shall pay Contractor for the performance of the contract the unit price sum of $127,073.50. In event the amount of work is increased or decreased by Owner, the contract sum shall be increased or decreased according to the unit price schedule set forth in the Contractor's Proposal.

15" RCP Class V	Nineteen dollars and no/100	19.00
12" RCP Class V	Fifteen dollars and 95/100	15.95

STD M.H. Type I-A	One thousand one hundred fifty-five dollars and no/100	1,155.00
STD M.H. Type VI-A	One thousand seven hundred fifty dollars and no/100	1,750.00
STD 8" Drop Pipe at Sta 0+00	One hundred fifty-four dollars and no/100	154.00
#53 or #73 Special Backfill	Eleven dollars and 25/100	11.25
10" Deep Strength Asphalt	Twenty-three dollars and no/100	23.00
2" Asphaltic Surface	Three dollars and 45/100	3.45
8"-12" Culvert Replacement	Twelve dollars and 20/100	12.20
Broadcast Seeding	No dollars and 62/100	0.62
Pump Station Removal (Not Grant Fundable)	Nine hundred twenty-five dollars and no/100 per lump sum	925.00
Dewatering	Six dollars and no/100	6.00

ARTICLE 3. PROGRESS PAYMENTS

Payments are to be made to the Contractor in accordance with and subject to the provisions embodied in the documents made a part of this Contract.

ARTICLE 4. ACCEPTANCE AND FINAL PAYMENT

Final payment shall be due at the time the work is fully completed and accepted and the contract is fully performed.

Upon filing of a Completion Affidavit by the Contractor that the work is ready for final inspection and acceptance, the Board of Public Works will direct the Engineering Department of the Owner to promptly make such inspection. When the Engineering Department finds the work acceptable under the contract, and the contract is fully performed, it shall so inform the Board of Public Works which shall issue a final certificate stating that the work provided for in this Contract has been completed and is accepted thereupon, and the entire balance of the Contract sum shall be due and payable to the Contractor; provided only that Contractor shall first furnish Owner, if requested to do so, satisfactory evidence that all persons who have supplied labor, material, or equipment for the work have been fully paid.

ARTICLE 5. WORKMEN'S COMPENSATION ACT

The Contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with the Workmen's Compensation Act in accordance with Section 14 of the Compensation Act (I.C. 22-3-2-1).

Any judgment rendered against the City of Fort Wayne in any suits for damages for injury to real or personal property, or for any injury sustained by any person growing out of any act or doing of Contractor, or its agents, employees or workmen and that any judgment of any court or award of any Board of Arbitrators or of the State Industrial Board of the State of Indiana rendered against the City of Fort Wayne in any suit or claim arising under said Workmen's Compensation acts of the State of Indiana, now or hereafter in force, relating to compensation for accidental injuries or death suffered by his employees or the employees of any Subcontractor or Subcontractors in the course of their employment, when notice of the pendency of such suit, hearing or arbitration shall have been given said Contractor, shall be conclusive against Contractor as to

amount, liability and all other things pertaining thereto; it being the intent of the parties hereto that Contractor indemnify and hold harmless City in the premises.

ARTICLE 6. NONDISCRIMINATION OF LABOR

The Contractor further agrees to be bound by Section 15-13 (as amended), of the Code of the City of Fort Wayne, Indiana of 1974, passed by the Common Council of the City of Fort Wayne, Indiana as General Ordinance No. G-34-78 (as amended) on December 12th, 1978, a copy of which Section is attached and incorporated herein and made a part hereof. (NE/1 - NE/3)

ARTICLE 7. PREVAILING WAGE SCALE

The Contractor agrees to pay and also require of his subcontractors that they pay which ever is the highest of Federal, State, and Local wage rates on the work covered by this contract which shall not be less than the prescribed scale of wages as determined pursuant to the provisions of Chapter 319 of the Acts of the General Assembly of the State of Indiana, of 1935, attached hereto and made a part hereof. (WR/1 through WR/34).

ARTICLE 8. COMPONENT PARTS OF THIS CONTRACT

The following documents are as fully a part of this contract as if hereto attached or herein repeated:

A. Advertisement for Bids, for Contract No. 339-80.
B. Instructions to Bidders for Contract No. 339-80.
C. Contractor's Proposal Dated November 12, 1980.
D. Fort Wayne Water Pollution Control Engineering Department Construction Drawing No. SY-11064.
E. General Specifications and Conditions, detailed specifications, construction standards for the installation of storm and sanitary sewers and addendums thereof of the City of Fort Wayne's Water Pollution Control Engineering Department.
F. Federal Contract Provisions.
G. Workmen's Compensation Act (I.C. 22-3-2-1).
H. Non Discrimination of labor General Ordinance No. G-34-78 (as amended).
I. Prevailing wage scale.
J. Performance Bond.
K. Labor and Material Payment Bond.
L. Comprehensive Liability Insurance Coverage.
M. Application for Cut Permit.
N. Escrow Agreement.
O. Notice of Award.
P. Notice to Proceed.
Q. Change Order.
R. Notice of Final Acceptance.
S. Addendum No. 1
T. D.N.R. Permits

ARTICLE 9. GUARANTEE OF WORKMANSHIP

The Contractor shall warrant all materials, labor and equipment furnished and work performed for a period of one (1) year from date of final acceptance in writing by the Owner.

ARTICLE 10. INDEMNITY

Contractor shall furnish to owner, within ten (10) days of the date hereof a certificate from an insuror acceptable to owner showing personal injury and property damage coverages in an amount and of a type acceptable to owner. Insurance in force issued in connection with the work to be done under this Contract in accordance with said Specifications of the City of Fort Wayne, Division I, Section 7.2.4.

ARTICLE 11. ADJUSTMENTS OF DISPUTES

All questions or controversies which may arise between the Contractor and the Owner under the provisions of this Contract and the work to be performed and materials to be furnished shall be subject to the decision of the Chief Engineer of the Fort Wayne Water Pollution Control Department, and his decision shall be final and conclusive upon the parties.

Provided, however, no changes in the plans, specifications, or other phases of the work covered by this Contract will be permitted except on prior written authorization by the Board of Public Works.

ARTICLE 12. COMPLETION DATE

The Contractor agrees to complete the work specified within the contract in 720 consecutive calendar days after having been ordered by the Owner to commence work under this contract.

ARTICLE 13. COUNCILMANIC APPROVAL

This Agreement, although executed on behalf of the Owner by the Mayor and Board of Public Works of the City of Fort Wayne, Indiana, shall not be binding upon the Owner unless and until the same shall have been ratified and approved by the Environmental Protection Agency and Common Council of the City of Fort Wayne, Indiana, and should said Environmental Protection Agency or Common Council fail to approve the same within ninety (90) days after the date hereof, then this Contract shall become wholly void.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

MOELLERING CONSTRUCTION COMPANY, INC.

BY: _____
Carl W. Moellering, Executive Vice-President

BY: _____
DONALD R. HILLE, Secretary

CITY OF FORT WAYNE, INDIANA

BY: _____
Win Moses, Jr., Mayor

ATTEST:

_____
Sandra E. Kennedy, Clerk

BOARD OF PUBLIC WORKS

_____
Mark L. Akers, Chairman

_____
Roberta Anderson Staten, Member

_____
Herbert R. Gamache, Member

APPROVED AS TO FORM AND LEGALITY:

_____
ASSOCIATE CITY ATTORNEY

Approved by the Common Council of the City of Fort Wayne on _____ day of _____, 19____.

RELIANCE INSURANCE COMPANY

HEAD OFFICE, PHILADELPHIA, PENNSYLVANIA

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, That the RELIANCE INSURANCE COMPANY, a corporation duly organized under the laws of the State of Pennsylvania, does hereby make, constitute and appoint Roger Curry, David S. Curry and Elizabeth Newton, individually, of Bloomington, Indiana

its true and lawful Attorney-in-fact, to make execute, seal and deliver for and on its behalf, and as its act and deed any and all bonds and undertakings of Suretyship,

and to bind the RELIANCE INSURANCE COMPANY thereby as fully and to the same extent as if such bonds and undertakings and other writings obligatory in the nature thereof were signed by an Executive Officer of the RELIANCE INSURANCE COMPANY and sealed and attested by one other of such officers, and hereby ratifies and confirms all that its said Attorney(s)-in-fact may do in pursuance hereof.

This Power of Attorney is granted under and by authority of Article VII of the By-Laws of RELIANCE INSURANCE COMPANY which became effective May 11, 1962, which provisions are now in full force and effect, reading as follows:

ARTICLE VII – Execution of Bonds and Undertakings

SECTION 1. The Board of Directors, the President, or any Vice-President or Assistant Vice-President shall have power and authority to: (a) appoint Attorneys-in-fact and to authorize them to execute on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and (b) to remove any such Attorney-in-fact at any time and revoke the power and authority given to him.

SECTION 2. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power of attorney issued to them, to execute and deliver on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof. The corporate seal is not necessary for the validity of any bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under and by authority of the following Resolution adopted by the Board of Directors of RELIANCE INSURANCE COMPANY at a meeting held on the 8th day of May, 1959, at which a quorum was present, and said Resolution has not been amended or repealed:

> "Resolved, that the signatures of such directors and officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached."

IN WITNESS WHEREOF, the RELIANCE INSURANCE COMPANY has caused these presents to be signed by its Vice-President, and its corporate seal to be hereto affixed, this 21st day of August 1978.

RELIANCE INSURANCE COMPANY

R S Bedworth
Vice-President

STATE OF Pennsylvania
COUNTY OF Philadelphia } ss.

On this 21st day of August, 1978, personally appeared R. S. Bedworth

, to me known to be the Vice-President of the RELIANCE INSURANCE COMPANY, and acknowledged that he executed and attested the foregoing instrument and affixed the seal of said corporation thereto, and that Article VII Section 1 and 2 of the By-Laws of said Company, set forth therein, is still in full force.

Margaret Cunningham
Notary Public in and for State of Pennsylvania
Residing at Philadelphia

My Commission Expires:

April 7, 1980

I, James A. Daily, Assistant Secretary of the RELIANCE INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by the RELIANCE INSURANCE COMPANY, which is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company this _____ day of _____ 19__.

Assistant Secretary

BDR-1431 Ed. 7/71

Bond No.

RELIANCE INSURANCE COMPANY

HEAD OFFICE, PHILADELPHIA, PENNSYLVANIA

PERFORMANCE BOND

The American Institute of Architects, AIA Document A311, February 1970 Edition.

KNOW ALL MEN BY THESE PRESENTS: that (Here insert full name and address or legal title of Contractor)

MOELLERING CONSTRUCTION CO., INC.
P. O. BOX 11168
FORT WAYNE, INDIANA 46856

as Principal, hereinafter called Contractor, and, **RELIANCE INSURANCE COMPANY,** a corporation of the State of Pennsylvania, with principal offices at 4 Penn Center Plaza, Philadelphia, Pennsylvania, as Surety, hereinafter called Surety, are held and firmly bound unto (Here insert full name and address or legal title of Owner)

CITY OF FORT WAYNE, INDIANA
BOARD OF PUBLIC WORKS
CITY-COUNTY BUILDING, FORT WAYNE, INDIANA

as Obligee, hereinafter called Owner, in the amount of

** ONE HUNDRED TWENTY-SEVEN THOUSAND SEVENTY-THREE AND 50/100 *** Dollars ($ 127,073.50),

for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated 19 , entered into a contract with Owner for

RES. NO. 339-80 CONSTRUCTION OF NORTH MAUMEE INTERCEPTOR - GLENWOOD PARK LIFT STATION ELIMINATION CONTRACT 339-80

in accordance with Drawings and Specifications prepared by (Here insert full name and address or legal title of Architect)

OWNER

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly

1) Complete the Contract in accordance with its terms and conditions, or

2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as Work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of Owner

Signed and sealed this 12th day at Fort Wayne 19 81

MOELLERING CONSTRUCTION CO., INC.
(Principal)

Carl W. Moellering
CARL W. MOELLERING, EXECUTIVE VICE-PRESIDENT

RELIANCE INSURANCE COMPANY

Elizabeth Newton
(Witness)

Roger Curry
(Surety)
ROGER CURRY, ATTORNEY-IN-FACT

Performance Bond
Revised to February, 1970

SB 5715ax (1) Printed in U.S.A.
BDR-2304 - Ed. August. 1970

RELIANCE INSURANCE COMPANY

HEAD OFFICE, PHILADELPHIA, PENNSYLVANIA

LABOR AND MATERIAL PAYMENT BOND

The American Institute of Architects, AIA Document A311, February 1970 Edition.

THIS BOND IS ISSUED SIMULTANEOUSLY WITH PERFORMANCE BOND IN FAVOR OF THE OWNER CONDITIONED ON THE FULL AND FAITHFUL PERFORMANCE OF THE CONTRACT

KNOW ALL MEN BY THESE PRESENTS: that (Here insert full name and address or legal title of Contractor)

MOELLERING CONSTRUCTION CO., INC.
P. O. BOX 11168
FORT WAYNE, INDIANA 46856

as Principal, hereinafter called Principal, and, **RELIANCE INSURANCE COMPANY,** a corporation of the State of Pennsylvania, with principal offices at 4 Penn Center Plaza, Philadelphia, Pennsylvania, as Surety, hereinafter called Surety, are held and firmly bound unto (Here insert full name and address or legal title of Owner)

CITY OF FORT WAYNE, INDIANA
BOARD OF PUBLIC WORKS
CITY-COUNTY BUILDING, FORT WAYNE, INDIANA

as Obligee, hereinafter called Owner, for the use and benefit of claimants as hereinbelow defined, in the amount of

*** SIXTY-THREE THOUSAND FIVE HUNDRED THIRTY-SIX AND 75/100 *** Dollars ($ 63,536.75),

(Here insert a sum equal to at least one-half of the contract price)

for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated 19 , entered into a contract with Owner for

RES. NO. 339-80 CONSTRUCTION OF NORTH MAUMEE INTERCEPTOR - GLENWOOD PARK LIFT STATION ELIMINATION CONTRACT 339-80

in accordance with Drawings and Specifications prepared by (Here insert full name and address or legal title of Architect)

OWNER

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Principal or with a Subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

2. The above named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant:

a) Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: the Principal, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Owner or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

b) After the expiration of one (1) year following the date on which Principal ceased Work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

c) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the Project, or any part thereof, is situated, or in the United States District Court for the district in which the Project, or any part thereof, is situated, and not elsewhere.

4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

Signed and sealed this 14th day of January 19 81

(Witness)

MOELLERING CONSTRUCTION CO., INC. (Seal)
(Principal)

(Title)
CARL W. MOELLERING, EXECUTIVE VICE-PRESIDENT

(Witness)

RELIANCE INSURANCE COMPANY

ROGER CURRY, ATTORNEY-IN-FACT

Labor and Material Payment Bond
Revised to February, 1970

SB 5715ax(2) Printed in U.S.A.
BDP 3204A Ed August 1970

Copy to Bd. of Public Works TAB STORS AT ARROWS
Copy to Moellering
Copy to Royal-Cleve

Certificate of Insurance

ACORD

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES LISTED BELOW.

NAME AND ADDRESS OF AGENCY

Northern Indiana Agency,Inc.
805 Commerce Building
Fort Wayne, Indiana 46802

NAME AND ADDRESS OF INSURED

Moellering Construction Co.,Inc.
P.O.Box 11168
Fort Wayne, Indiana 46856

COMPANIES AFFORDING COVERAGES

COMPANY LETTER A	Royal Insurance Co. of America
COMPANY LETTER B	
COMPANY LETTER C	
COMPANY LETTER D	
COMPANY LETTER E	

This is to certify that policies of insurance listed below have been issued to the insured named above and are in force at this time. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

COMPANY LETTER	TYPE OF INSURANCE	POLICY NUMBER	POLICY EXPIRATION DATE	Limits of Liability in Thousands (000)	EACH OCCURRENCE	AGGREGATE
A	**GENERAL LIABILITY** [X] COMPREHENSIVE FORM [X] PREMISES—OPERATIONS [ ] EXPLOSION AND COLLAPSE HAZARD [ ] UNDERGROUND HAZARD [X] PRODUCTS/COMPLETED OPERATIONS HAZARD [X] CONTRACTUAL INSURANCE [X] BROAD FORM PROPERTY DAMAGE [X] INDEPENDENT CONTRACTORS [X] PERSONAL INJURY	PLU533892	1/1/82	BODILY INJURY	$ 1,000	$ 1,000
				PROPERTY DAMAGE	$ 100	$ 300
				BODILY INJURY AND PROPERTY DAMAGE COMBINED	$	$
				PERSONAL INJURY		$
A	**AUTOMOBILE LIABILITY** [X] COMPREHENSIVE FORM [X] OWNED [X] HIRED [X] NON-OWNED	PDW176760	1/1/82	BODILY INJURY (EACH PERSON)	$ 500	
				BODILY INJURY (EACH ACCIDENT)	$ 1,000	
				PROPERTY DAMAGE	$ 100	
				BODILY INJURY AND PROPERTY DAMAGE COMBINED	$	
	EXCESS LIABILITY [ ] UMBRELLA FORM [ ] OTHER THAN UMBRELLA FORM			BODILY INJURY AND PROPERTY DAMAGE COMBINED	$	$
A	**WORKERS' COMPENSATION and EMPLOYERS' LIABILITY**	PCS996569	1/1/82	STATUTORY		
						$ 100,000 (EACH ACCIDENT)
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES

Cancellation: Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 10 days written notice to the below named certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the company.

NAME AND ADDRESS OF CERTIFICATE HOLDER:

Board of Public Works
City of Fort Wayne
9th Floor City-County Building
1 Main St., Fort Wayne, In. 46802

DATE ISSUED 12/30/80

NORTHERN INDIANA AGENCY, INC.
AUTHORIZED REPRESENTATIVE

ACORD 25 (1-79)

RELIANCE INSURANCE COMPANY

HEAD OFFICE, PHILADELPHIA, PENNSYLVANIA

LABOR AND MATERIAL PAYMENT BOND

The American Institute of Architects, AIA Document A311, February 1970 Edition.

THIS BOND IS ISSUED SIMULTANEOUSLY WITH PERFORMANCE BOND IN FAVOR OF THE OWNER CONDITIONED ON THE FULL AND FAITHFUL PERFORMANCE OF THE CONTRACT

KNOW ALL MEN BY THESE PRESENTS: that (Here insert full name and address or legal title of Contractor)

MOELLERING CONSTRUCTION CO., INC.
P. O. BOX 11168
FORT WAYNE, INDIANA 46856

as Principal, hereinafter called Principal, and, **RELIANCE INSURANCE COMPANY,** a corporation of the State of Pennsylvania, with principal offices at 4 Penn Center Plaza, Philadelphia, Pennsylvania, as Surety, hereinafter called Surety, are held and firmly bound unto (Here insert full name and address or legal title of Owner)

CITY OF FORT WAYNE, INDIANA
BOARD OF PUBLIC WORKS
CITY-COUNTY BUILDING, FORT WAYNE, INDIANA

as Obligee, hereinafter called Owner, for the use and benefit of claimants as hereinbelow defined, in the amount of

*** SIXTY-THREE THOUSAND FIVE HUNDRED THIRTY-SIX AND 75/100 *** Dollars ($ 63,536.75),
(Here insert a sum equal to at least one-half of the contract price)

for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated 19 , entered into a contract with Owner for

RES. NO. 339-80 CONSTRUCTION OF NORTH MAUMEE INTERCEPTOR - GLENWOOD PARK LIFT STATION ELIMINATION CONTRACT 339-80

in accordance with Drawings and Specifications prepared by (Here insert full name and address or legal title of Architect)

OWNER

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Principal or with a Subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

2. The above named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant:

a) Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: the Principal, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Owner or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

b) After the expiration of one (1) year following the date on which Principal ceased Work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

c) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the Project, or any part thereof, is situated, or in the United States District Court for the district in which the Project, or any part thereof, is situated, and not elsewhere.

4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

Signed and sealed this 11th day of December 19 81

Witness

MOELLERING CONSTRUCTION CO., INC. (Seal)
(Principal)

(Title)
CARL W. MOELLERING, EXECUTIVE VICE-PRESIDENT

Witness

RELIANCE INSURANCE COMPANY

ROGER CURRY, ATTORNEY-IN-FACT

Form approved by American Institute of Architects, February 1970
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RELIANCE-AIA

Bond No.

RELIANCE INSURANCE COMPANY

HEAD OFFICE, PHILADELPHIA, PENNSYLVANIA

PERFORMANCE BOND

The American Institute of Architects, AIA Document A311, February 1970 Edition.

KNOW ALL MEN BY THESE PRESENTS: that (Here insert full name and address or legal title of Contractor)

MOELLERING CONSTRUCTION CO., INC.
P. O. BOX 11168
FORT WAYNE, INDIANA 46856

as Principal, hereinafter called Contractor, and, **RELIANCE INSURANCE COMPANY,** a corporation of the State of Pennsylvania, with principal offices at 4 Penn Center Plaza, Philadelphia, Pennsylvania, as Surety, hereinafter called Surety, are held and firmly bound unto (Here insert full name and address or legal title of Owner)

CITY OF FORT WAYNE, INDIANA
BOARD OF PUBLIC WORKS
CITY-COUNTY BUILDING, FORT WAYNE, INDIANA

as Obligee, hereinafter called Owner, in the amount of

** ONE HUNDRED TWENTY-SEVEN THOUSAND SEVENTY-THREE AND 50/100 *** Dollars ($ 127,073.50),

for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated 19 , entered into a contract with Owner for

RES. NO. 339-80 CONSTRUCTION OF NORTH MAUMEE INTERCEPTOR - GLENWOOD PARK LIFT STATION ELIMINATION CONTRACT 339-80

in accordance with Drawings and Specifications prepared by (Here insert full name and address or legal title of Architect)

OWNER

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly

1) Complete the Contract in accordance with its terms and conditions, or

2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as Work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of Owner.

Signed and sealed this 12th day of December 19 81

Witness

MOELLERING CONSTRUCTION CO., INC.
(Firm)

Carl W. Moellering
CARL W. MOELLERING, EXECUTIVE VICE-PRESIDENT

Witness

RELIANCE INSURANCE COMPANY

(Title)
ROGER CURRY, ATTORNEY-IN-FACT

Performance Bond
Revised to February, 1970

RELIANCE INSURANCE COMPANY

HEAD OFFICE, PHILADELPHIA, PENNSYLVANIA

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, That the RELIANCE INSURANCE COMPANY, a corporation duly organized under the laws of the State of Pennsylvania, does hereby make, constitute and appoint Roger Curry, David S. Curry and Elizabeth Newton, individually, of Bloomington, Indiana

its true and lawful Attorney-in-fact, to make execute, seal and deliver for and on its behalf, and as its act and deed any and all bonds and undertakings of Suretyship,

and to bind the RELIANCE INSURANCE COMPANY thereby as fully and to the same extent as if such bonds and undertakings and other writings obligatory in the nature thereof were signed by an Executive Officer of the RELIANCE INSURANCE COMPANY and sealed and attested by one other of such officers, and hereby ratifies and confirms all that its said Attorney(s)-in-fact may do in pursuance hereof.

This Power of Attorney is granted under and by authority of Article VII of the By-Laws of RELIANCE INSURANCE COMPANY which became effective May 11, 1962, which provisions are now in full force and effect, reading as follows:

ARTICLE VII — Execution of Bonds and Undertakings

SECTION 1. The Board of Directors, the President, or any Vice-President or Assistant Vice-President shall have power and authority to: (a) appoint Attorneys-in-fact and to authorize them to execute on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and (b) to remove any such Attorney-in-fact at any time and revoke the power and authority given to him.

SECTION 2. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power of attorney issued to them, to execute and deliver on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof. The corporate seal is not necessary for the validity of any bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under and by authority of the following Resolution adopted by the Board of Directors of RELIANCE INSURANCE COMPANY at a meeting held on the 8th day of May, 1959, at which a quorum was present, and said Resolution has not been amended or repealed:

> "Resolved, that the signatures of such directors and officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached."

IN WITNESS WHEREOF, the RELIANCE INSURANCE COMPANY has ceused these presents to be signed by its Vice-President, and its corporate seal to be hereto affixed, this 21st day of August 1978.

RELIANCE INSURANCE COMPANY

R S Bedworth
Vice-President

STATE OF Pennsylvania
COUNTY OF Philadelphia } ss.

On this 21st day of August, 1978, personally appeared R. S. Bedworth, to me known to be the Vice-President of the RELIANCE INSURANCE COMPANY, and acknowledged that he executed and attested the foregoing instrument and affixed the seal of said corporation thereto, and that Article VII Section 1 and 2 of the By-Laws of said Company, set forth therein, is still in full force.

Margaret T. Cunningham

My Commission Expires:

April 7, 1980

Notary Public in and for State of Pennsylvania

Residing at Philadelphia

I, James A. Daily, Assistant Secretary of the RELIANCE INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said RELIANCE INSURANCE COMPANY, which is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company this _____ day of _____ 19___.

Assistant Secretary

BDR-1431 Ed. 7/71

"APPARENT" LOW BIDDERS
NORTH MAUMEE

Resolution	Contractor	Bid	Engineer's Estimate
330-80 - Phase I	Rocco-Ferrera	$ 832,920.00	$ 1,086,060.00
330-80 - Phase II	Dehner, Inc.	$ 891,869.05	$ 1,140,890.00
331-80	Busch, Inc.	$ 521,161.90	$ 805,070.00
332-80	Busch, Inc.	$ 809,580.25	$ 1,122,152.50
333-80	Dehner, Inc.	$ 323,363.90	$ 393,270.00
334-80	Busch, Inc.	$ 352,732.05	$ 653,410.00
335-80	Dehner, Inc.	$1,255,628.30	$ 1,488,757.50
336-80	Dehner, Inc.	$ 240,297.05	$ 319,875.00
337-80	Dehner, Inc.	$ 223,529.52	$ 283,000.00
338-80	Hartman, John	$ 278,608.75	$ 398,875.00
339-80	Moellering Const.	$ 127,073.50	$ 202,030.00
340-80	Bercot, Inc.	$ 303,689.80	$ 314,458.35
		$6,160,453.72	$8,207,847.00

DIFFERENCE: $2,047,393.28 = 25% under Engineer's Estimate

RESOLUTION 330-80
PHASE I

1.	Rocco-Ferrera	$ 832,920.00
2.	Dehner, John, Inc.	$ 841,619.00
3.	Norman, Joe E.	$ 860,454.60
4.	Winzeler Construction	$ 936,892.00
5.	Balkema, Inc.	$ 977,900.00
6.	Busch, Inc.	$1,005,013.25
7.	DiPaulo-Rossetti	$1,310,090.00

PHASE II

1.	Dehner, John, Inc.	$ 891,869.05	
2.	Norman, Joe E.	$ 926,178.30	
3.	Rocco-Ferrera	$ 997,359.00	
4.	Busch, Inc.	$1,020,732.90	
5.	Winzeler Excavating	~~$1,113,992.50~~	$1,113,990.50*
6.	Balkema, Inc.	$1,175,905.50	
7.	Bailey Excavating	~~$1,205,675.50~~	$1,206,315.50*
8.	DiPaulo-Rossetti	$1,269,690.00	

RESOLUTION 331-80

1.	Busch, Inc.	$ 521,161.90
2.	Northeastern Construction	$ 619,913.75
3.	Norman, Joe E.	$ 627,286.75
4.	Fleming Excavating	$ 628,081.50
5.	Dehner, John, Inc.	$ 652,354.35
6.	Rocco-Ferrera	$ 656,710.00
7.	Balkema, Inc.	$ 790,825.00
8.	Rieth-Riley Construction	$ 796,646.00
9.	Bailey Excavating	$ 807,156.00
10.	DiPaulo-Rossetti	$ 830,342.50
11.	T-G Excavating	$ 846,568.05
12.	Bercot, Inc.	$ 870,574.75

RESOLUTION NO. 332-80

1.	Busch, Inc.	$ 809,580.25
2.	Norman, Joe E.	$ 859,128.65
3.	Dehner, John, Inc.	$ 906,834.40
4.	Rocco-Ferrera	$ 909,895.00
5.	Northeastern Construction	$ 939,354.75
6.	Weitzel Construction	$1,026,165.50
7.	Bailey Excavating	$1,181,896.25
8.	Winzeler Excavating	$1,192,527.00
9.	Rieth-Riley	$1,217,325.00
10.	T-G Excavating	$1,258,448.75
11.	Balkema, Inc.	$1,271,637.50
12.	DiPaulo Rosetti	$1,288,635.00
13.	Bercot, Inc.	$1,352.728.50

RESOLUTION 333-80

1.	Dehner, John, Inc.	$ 323,363.90
2.	Ness, Richard	$ 385,951.00
3.	Bercot, Inc.	$ 394,882.00
4.	T-G Excavating	$ 403,890.20
5.	Norman, Joe E.	$ 437,441.40
6.	Rocco-Ferrera	$ 449,430.00
7.	Balkema, Inc.	$ 603,635.00

RESOLUTION 334-80

1.	Busch, Inc.	$ 352,732.05
2.	Dehner, John, Inc.	$ 392,495.01
3.	Norman, Joe E.	$ 400,245.00
4.	Fleming Excavating	$ 412,479.50
5.	Rocco-Ferrera	$ 440,636.00
6.	Northeastern Construction	$ ~~457,970.00~~ $457,965.00*
7.	Earth Construction	$ 478,402.70
8.	Bailey Excavating	$ 534,242.75
9.	Rieth-Riley	$ 547,947.00
10.	Balkema, Inc.	$ 564,985.00
11.	Bercot, Inc.	$ 590,840.00
12.	T&F Construction	$ 592,723.59
13.	DiPaulo-Rossetti	$ 709,660.00

RESOLUTION 335-80

1.	Dehner, John, Inc.	$1,255,628.30
2.	Norman, Joe E.	$1,350,564.55
3.	Waynesfield Construction	$1,467,480.00
4.	Rocco-Ferrera	$1,723,192.50
5.	Weitzel Construction	$2,168,013.50
6.	Balkema, Inc.	$3,136,817.50

RESOLUTION 336-80

1.	Dehner, John, Inc.	$ 240,297.05
2.	Northeastern Construction	$ 249,771.50
3.	Moellering Construction	$ 271,420.75
4.	Norman, Joe E.	$ 284,374.05
5.	Bercot, Inc.	$ 305,486.00
6.	Earth Construction	$ 313,739.00
7.	T&F Construction	$ 341,532.97
8.	Balkema, Inc.	$ 347,747.50
9.	T-G Excavating	$ 348,116.95
10.	Bailey Excavating	$ 351,344.75
11.	Rieth-Riley	$ 389,433.25
12.	DiPaulo-Rossetti	$ 428,332.50

RESOLUTION 337-80

1.	Dehner, John, Inc.	$ 223,529.52	
2.	Lengacher Construction	~~$ 230,936.50~~	$230,888.50*
3.	Ness, Richard	$ 260,894.50	
4.	Bercot, Inc.	$ 270,651.50	
5.	T&F Construction	$ 273,390.43	
6.	Norman, Joe	$ 283,423.85	
7.	Fleming Excavating	$ 313,807.50	
8.	Moellering Construction	$ 326,123.75	
9.	Balkema, Inc.	$ 383,500.00	

RESOLUTION 338-80

1.	Hartman, John	$ 278,608.75	
2.	Dehner, John, Inc.	$ 311,487.35	
3.	Scheidleman	$ 314,202.05	
4.	Ness, Richard	~~$ 365,541.50~~	$371,841.00*
5.	Bercot, Inc.	$ 367,011.00	
6.	T&F Construction	$ 410,412.93	
7.	Fleming Excavating	$ 411,722.50	
8.	Norman, Joe E.	$ 475,460.45	
9.	Balkema, Inc.	$ 522,767.50	

RESOLUTION 339-80

1.	Moellering	$ 127,073.50
2.	Hartman, John	$ 129,983.00
3.	Northeastern Construction	$ 142,723.75
4.	Curner, Inc.	$ 147,781.50
5.	Ness. Richard	$ 170,378.75
6.	Bercot, Inc.	$ 176,329.50
7.	Fleming Excavating	$ 178,582.50
8.	Norman, Joe R.	$ 183,525.00
9.	Balkema, Inc.	$ 188,700.00
10.	T&F Construction	$ 197,180.00

RESOLUTION 340-80

1.	Bercot, Inc.	$ 303,689.80
2.	T-G Excavating	$ 307,469.00

* CORRECTED BY WATER POLLUTION CONTROL ENGINEERING

TITLE OF ORDINANCE North Maumee Area Sanitary Improvements; Sewage Works Grant
5166 No. C-180599-09; Sewer Resolution No. 339-80

DEPARTMENT REQUESTING ORDINANCE BOARD OF PUBLIC WORKS A-81-02-18

SYNOPSIS OF ORDINANCE A contract with Moellering Construction Company, Inc. to construct a 12" and 18" sanitary sewer from Lake Avenue North to eliminate an existing sanitary pump station at the intersection of Vance Ave. and Maxim Drive.

EFFECT OF PASSAGE Improvement to the water quality in the North Maumee Area with the construction of sanitary sewers.

EFFECT OF NON-PASSAGE The loss of both Federal and State Grant Funds to improve Fort Wayne's environs.

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) The construction of this project will cost $ 127,073.50 which will be financed by USEPA (75%); State (10%); and City Utilities (15%).

ASSIGNED TO COMMITTEE

sa